G. R. S. 59]

GPB—15,000—20-12-13

GENERAL AND REVENUE SECRETARIAT.

1901-02
191 .
(Miscl rai)

File No. 163

Serial Nos.

Papers Filed.

*Month*_____

SUBJECT.

Execution of repairs to the Uttaradi Matt building at Hole Narsipur

PREVIOUS REFERENCES.	LATER REFERENCES.

MUZRAI DEPARTMENT.

NOTE FOR ORDERS

Petition no 1083 dated 13th may 1902 from Shri Venkatramachar and others of the Sri Uttaradi Mutt at Holenarasipur :-

A sum of Rs 5066 has been sanctioned in G.O. no 1487-9 dated 24th March 1902, for the repairs of the Sri Uttaradi Mutt at Holenarasipur and the work entrusted to the Public Works Department. The petitioners Head Purushottamachar Agent of the Mutt has to the Executive Engineer

Flag A

Hussain, requesting that
Contract for the repairing
work may be given to the
Late. Agent Subbammachar
and another Lingli Ammammachar;
at the head undertaken the
restoration work of the Sri
matt at Sringapatam
at did not do it substantially;
should the Contract
given either to Purushottammachar
to any of his men, it would
a loss to the Matt; and that
the Contract be given to
was unconnected with
Matt, they would remove
the Sound materials
the Matt
and substitute unsound
They therefore pray
the Contract should

Should not be given either to Purushottamachar or to his Sub-Agent or to Ramanujachar;

ii that in case the Contract is given to others, 4 of the Matt Servants such as Shambhoguru, Parthasarathy etc, with one or two of the other residents of the place, should be appointed to supervise the work;

and iii that 2 of the Workmen of the Matt should be appointed on a Salary of Rs 15 each, to oversee the work at all the time

Submitted

sd
5/6/02

Sabd to the Dewan

The work has been given to the V. W. Dept, and it is obviously inconvenient that either of the contending parties should have any hand in the execution of the ~~the~~ work.

May the Chief Engineer be asked not to give the work to either of the parties?

5/6/02

4748/
R06 6.02

S3211
Yes - this is necessary
Wd
10 VI 02

Note continued:—

4 The Dewan's orders were communicated to the Chief Engineer in his Office Letter no 2051 dated 11th June 1902. The

Henry B

Letter in reply states that the Contract was given to the Matta Agent on the 19th May 1902 and that its cancelment now, after a lapse of 1½ months may would probably lead to complications and suits for damages. The Chief Engineer's letter with its enclosures and a letter recently received from a firm of the Matta despatches on the same subject are appended.

No 1217 dated 28th June 1902

Submitted

RS

30/6/02

Sub D to the Secretary for Perusal & C. The Contract has been given away to Purushottam Das on the 19th May last.

long before the decree
expired that neither
the Contractor nor his
opponents should have
anything to do with
the work. The Chief Engineer
now says that with a view
to avoid civil suits, it is
better to accept what
the Executive Engineer (Mr Chakravarthy)
has done. At the same
time, he says, that the
Sub-Divisional officer will be warned
to specially watch the
progress of the work

Yes,
1.7.02

The Engineer's report
shows that within
two days of his saying
he gave the Contract
Whatever he said
petns protest against
Surely if he had published
the fact of this to world
or Contract would
tenders be so forward
have given people an
opportunity of knowing
instead of that he gives
away the Contract to
a non professional
man he knows
personally & such works
and it is surprising
that the Engineering
a Branch should
of Secretary Service if
he did not know the
Rules & Orders. I
must express my disapproval of his conduct
in not allotting the
work at once. This
must be done now
and another contract
effected — The Engineer
may settle the
with the present
& report if he
any loss & to what extent
from my knowledge of
the works came
to my
Sam and prepared

Mr Chakravarthy
Executive Engineer
A.P.W.D.
Guntur
2.VII.02

Note continued

A copy of the above X Note was forwarded to the Chief Engineer for his information and immediate action

No 43
Dy 3-7-02

In reply, the Chief X Engineer forwarded copies of Correspondence between him and the Supt Engineer. Western Circle regarding the Cancellation of the Contract ~~for~~ given to Subramaniapuram for repairing the Sri Uttarad Matt building at Sole. Varsipuram.

Wis No 3061
Dy 11.6.03

From the Supt Engineer's Docket on the Correspondence

referred to above,
I observed that I for Collecting, carting
& heaping of Sand - 39.3.0
a Sum of Rs 105-15-0 II for interest on Rs 500 borrowed for the work } 66.12.0
was paid to Subramanya Total Rs 105.1
Char and his contract
Cancelled on the 15th
April 1903.

The amount of
interest paid to Sub
ramanya Char, viz,
Rs 66-12-0 having been observed by me to be a heavy and unusual charge,
~~by me to be heavy~~, the Chief
Engineer was requested
to obtain and forward,
for the information
of Govt, a clear explanation
on the point from the
Executive Engineer.
Particulars as to the
rate of interest and
the period ~~and the~~
for

period for which such interest was paid were also called for.

The Executive Engineer explains that the late Contractor Subramanya Char states in his petition that he paid an sum of Rs 50 as interest on Rs 500 borrowed by him for the work and that the balance of Rs 16-12-0 paid to Subra Chary, many a char is incidental charges on account of Due to Stamp paper, registration and Money order commission further, the Contractor it is stated, could not be induced to give

This Office No 2636 dy 30.6.03.

In his present Comm. No 426 dated 9th July 1903 ~~3rd August~~ 1903 to the Chief Engr Zone D

to a less sum than
this sum (Rs 66.12.0)
more especially as
the extra rate claimed
by Subramanyakar
for roofing, Super
vision charges &
other demands
were disallowed
by the Ex. Engineer
Mr. Mahadevaseth
adds that the case
~~is~~ are of Compromise
and had to be judged
as a whole.

In regard to the
above, the Chief
Engineer observes that it appears
that the interest paid
is a lump sum one
paid

H.G.W. 41629 3-8-03.

paid by the Contractor in advance on the principal of Rs 500 borrowed by him for the work, and that in his opinion there has been unnecessary delay in the settlement of this matter.

Submitted

Ds
3/9/03

Subt to the Dewan

The result of this transaction i.e. the giving of the contract to Subramanya Aiyar and its cancellation, has been a loss of Rs: 66-12-0. The amount having been paid away to the Contractor by the Executive Engineer, the present reference may be simply recorded

13319

7/11/03

05 03

I hear that the
work as carried out
under the Whole very
unsatisfactory
The Board should
if the Dy Constable
be sent up a report
on the present state
of the building with
the view to bringing
the work forward

25. X 03

Read
27/10/03

Draft. submd.
RS
27/10/03

Issue Ltr
27/10/03

Note Continued

As directed by the Chairman, the Dy Constable was requested to report on the present state of the building forthwith and a fortnight and a D.O. to expedite the report called for was also written to him.

Req d. 28.10.03

dated 18.12.03.

The Dy Constable states that he inspected the building, firstly, when the repairs had begun to be executed, 2ndly, when the repairs were nearing Completion

Rec 331 d. 9.1.04

as lastly when the repairs (as per revised Estimate amounting to Rs 9690) were being Completed, that some improvements suggested by him have not yet been sanctioned by Govt., that when he inspected the building in Company with the Ex: Engineer, he observed certain cracks in the northern and southern walls and the beams supporting the upper floor in a rotten condition and that he suggested, on the spot, that the cracked walls, to the extent of one anikanam, might be rebuilt and new beams put in place of rotten ones, that those defects were not discernable at the time of preparing the Estimate and were only visible at the time of executing the repairs, that the defects observable in the building are due to the absence of provision in the Estimate but not to the Carrying out of the work in an unsatisfactory manner, that the building itself being a very old and rotten one all the defects could not be provided in the Estimate and that therefore, when he inspected the building on the first occasion he thought that the smaller

Estimate of Rs 4856 (Rupees raised to Rs 9690) would be mere makeshifts and that a new building would be preferrable though somewhat costly and prays for early sanction of his proposals* and to the improvements pointed out at the last inspection and also to a lump sum of Rs 100/- for clearing the Compound which is in a very dirty Condition and to fill in a big pit in the Compound as well as to construct a drain and adds further that the repairs executed are satisfactory to the extent of the Estimate sanctioned and that the representation regarding the unsatisfactory manner of execution of repairs is only due to party feeling prevalent in Hole-Narasipura

Subd

30/1/04

Reserve for personal inspection as has already been directed by the Dewan

15. 4. 04

* (made in R.606 dt: 20.6.03)

Urgent

No. 2051
Murt 10-95
Dt 11/6/02

To

The Chief Engineer of Mysore

Sir,

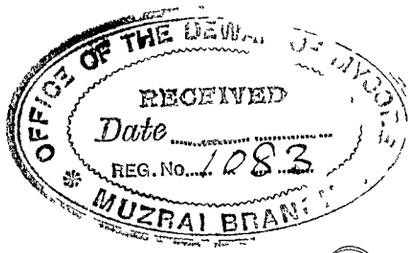
With reference to the repairs of the Sri Uttaradi matt at Hole Narsipur, sanctioned in Govt Pro: No. 487-9 Murt 10-95 dated 24th March 1902, a petition has been received in this Office from Shambhogne Venkannachar and others of the ~~Sri Uttaradi~~ matt, complaining that the Agent of the matt has applied to the Executive Engineer of the Hassan Division for the work being given out on contract to the matt's Sub. Agent Subbanna Char and Sangli Nammannachar, or to any other of his own men. On this point, I am to state that the Dewan is of opinion that neither of the contending

[illegible] shall be carried
to some any [illegible] in the execution
[illegible] ~~and keep a check~~
~~with the estimates and determine the~~
~~[illegible] reports to the Secretary~~.
[illegible] in accordingly to request
that you will kindly issue
necessary instructions on
the subject to the Executive
Engineer Haxaan Division as early
as possible I have &c,

(Dewanmis order)
Dy Secretary
Irrig. Deptt

11/6/62

Ref. 20/5/82
Put up please



No. 2052 D/11/6/02

Mmz F 10-95

Endorsement

With refce to their petn No. 1083 dated 13th May 1902, Shanbhogue Venkanna Char and others of the Sri Uttaradi Matt at Hole-Narsipur, are informed that the contract of repairing the to the Chief Engineer of Mysore has been written to that the contract of repairing the Matt should not be either to the Agent of the Matt or to given ~~and to the Agents of the petitioners~~ any one on his behalf, ~~Matt or to any of his men nor~~ or to the petitioners or any of their ~~to the petitioners~~ men.

~~to either of the contracting parties~~

By order

(Devanni's order)

11/6/1

Dy Secretary,
Mmz: Dept

ks

MYSORE P. W. DEPARTMENT

No. 3668

CENTRAL OFFICE,
Bangalore, 28th June 1902. 189

From

The Chief Engineer of Mysore.

To

The Deputy Secretary to Government,
Muzrai Department.

SIR,

With reference to your No.2051 of the 11th instant, regarding the repairs to be carried out to Sri Uttaradi Mutt at Holenarsipur, and stating that the Dewan is of opinion that neither the Mutt agent nor the Shanbogue and other petitioners of the Mutt, should be allowed to have any hand in the execution of the work, I have the honour to forward copy of Western Circle Superintending Engineer's No.2538 of the 26th idem (with its enclosure), on the subject, and to inform you that, under the circumstances reported therein, I concur in the recommendation made by the Superintending Engineer that the Mutt agent be allowed to complete the work. The contract was formally given to him on the 19th ultimo, and its cancelment now, after a lapse of 1½ months nearly, would probably lead to complications and delay beyond as apprehended by the Executive Engineer. As suggested by him, it should be sufficient to warn the Sub Division Officer to be particularly careful to see that good work is done by the contractor.

I have the honour to be,
Sir,
Your most obedient servant,

J. Sr. Campbell Colonel,
Chief Engineer of Mysore.

APP

MYSORE P. W. DEPARTMENT

From The Chief Engineer of Mysore.

To The Deputy Secretary to Govt. Muzrai Deptt:

Dated Bangalore, 28.6.02.

Despatched

No. 3668

Enclosure No 2

SUBJECT.

Stating that the Chief Engineer concurs with the opinion of the Supg: Engr: Western Circle that the agent of Sri Utteradi be allowed to complete the to the duetti.

OFFICE OF THE DEWAN OF MYSORE
RECEIVED
Date 29. 6. 02
REG NO 975
MUZRAI BRANCH

28.6.02

Please refer to previous correspondence with previous reference.

W.

Vide P. 430 of 3-7-02

1902

From

The Superintending Engineer
Western Circle

To

The Chief Engineer
of Mysore

Dated

Despatched 26-6-1902

Received

General No. 2538
No.

Enclosure No.

Chief Engineer's No 3371 dated 12th instant, forwarding copy of Mysore Secretary's No 2051 Mis F.10-95 dated 11th idem, communicating the Dewan's opinion that neither of the contending parties therein referred to should be allowed to have any hand in the execution of the Attrade Matikatte.

Hole Sarsupur, and requesting to issue orders accordingly.

I have the honour to forward the enclosed copy of Hassan Division Executive Engineer's No 307 dated 19 instant, on the above subject for information and communication to Mysore Secretary, with intimation that the work having been given out on contract to the Agent of the Mattihe may be allowed to complete it before the receipt of Dewan's orders, under the circumstances reported the Executive Engineer

Sd W S Traill

for Superintending

True Copy

N Narasimha

Assistant Secretary

to the Chief Engineer

28602 A.P.D. Office of the

Executive Engineer's Office
Hassan Division

No: 307 Dated 18/19th June 1902

From

The Executive Engineer
Hassan Division

To

The Superintending Engineer
Western Circle.
Bangalore.

Sir,

I have ~~the~~ honor to acknowledge receipt of your endorsement no: 2396 Dy- 14th Instant on Deputy Secretary's no: 2057 dated 11th idem, communicating the Dewan's opinion that neither of the contending parties should be allowed to have any hand in ~~the~~ execution of the work of repairing the Sri Uttradi Matt in Hole Narsipur.

2. Originally I intended giving ~~the~~ work on contract to a man who was unconnected with ~~the~~ Mutt affairs. But ~~the~~ Mutt agent (Sarvadhikari) represented that a stranger would not do honest work, his interest being to make as much profit as possible. He also stated that he was prepared to do the work in ~~the~~ interests of the Mutt. At that time no opposing petition was received and I was not aware

party there viewed with suspicion and dissatisfaction the application of the contractor for the work. I inspected the work on the 17th of May and even then nobody came forward to say a word against the agent.

The work was given on contract to him on the 19th of May.

2. On the 21st I drew a petition was received from Shanbogue Srinivasa-murthachariar and others objecting to the agent being entrusted with the work. I send it herewith for your information with my endorsement dated 21st to the Sub Divisional Officer of this month to the address of the Deputy Commissioner of Hassan District and also copy of my no: 599 dated 7 One has to be practically careful in temple and Mutt works, lest a hue and cry be raised of sacrilege.

4 The cancelling of the contract now would probably lead to complications and suits for damages. I am still of opinion that it is possible to keep clear of these heads and be content with warning the Sub Divisional Officer to be particularly careful in extracting good work. If, however, I am ordered to take away the work from the hands of the present contractor, I shall be ready to do so

I have &c

(Sd) L. A. Mahadevaaāthy

Executive Engineer,

Hassan Division.

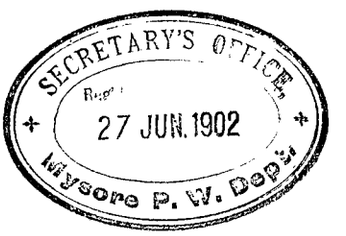
True Copy

W. Faith Capes Dy.

for Superintending Engineer

Western Circle

Encl.


SECRETARY'S OFFICE
27 JUN. 1902
Mysore P. W. Dept.

OFFICE OF THE DEWAN OF MYSORE
RECEIVED
Date 30-6-04
REG. No. 7217
MUZRAI BRANCH

I. The Chief Engineer is invited reference to Govt Proc No

ಶ್ರೀ ಗುರುಭ್ಯೋ ನಮಃ

ಶ್ರೀ ಗುರುಜ್ಞಾನಸಾಗರೀಕಾಚಾರ್ಯ ಪಾದುಕಾಭ್ಯಾಂ

Urgent

From

The Secretary to the Govt
of Mysore, Mysore
Dept

To

The Chief Engineer
and Secy to the Govt of
Mysore D. P. W.
Camp no H Circle.

No 43 Ent Dy 3/7/02
Inward 10-7-02

Dated Camp Mysore
3rd July 1902.

Sir,

With reference to your
letter no 3668 dated
28th June 1902, regarding
the repairs to the carried
out to the Sri Vittaradi
matt at Holenarsipur,
I am directed to forward
herewith for your information a copy of the
and immediate action Dewan's note on the
subject

By order &c
K. Narasimha Iyengar
for Secretary

679

1903

Rec'd
2/8/03

From

The Executive Engineer of Mysore

To

The Deputy Secretary to Government
Marine Department.

Dated Bangalore 28-2-03

Despatched

Received ✓

General No. 1098
No.

Enclosure No. 3 to 4.

Requesting to obtain the sanction of Government for the revised project amounting to Rs 9690 for repairing the Sri Kanadi Mathe building at Nola Narsipura

Mysore.P.W.Department.

Central Office.

No. 1098 Bangalore, dated 28th.February 1903

From,

W.Mc Hutchin Esquire, M.I.C.E,

Chief Engineer of Mysore.

To,

L.Anantaswamy Rao, Esquire, B.A.,

Deputy Secretary to the Government,

Muzrai Department.

Sir,

With reference to Government proceedings No.1487-9/Mus. F.10-95 dated 24th.March 1902, according sanction to a project of Rs.5066/- for repairing the Sri Uttaradi Matt building at Hole-Narsipur, I have the honour to inform you that the Executive Engineer, Hassan Division, submitted a revised project of Rs.12,140 for the work in july last, which was forwarded to this office with Superintending Engineer's No.3108 dated 5-8-02, and in this report the Executive Engineer explained that the extra amount was necessary as it was impossible to foresee the extra items therein provided for until the building had been dismantled. I returned this project on 14th.August to Mr Nagarkar with a request to resubmit the same with a report, after his personal inspection of the building, as I was not satisfied that it was not possible to foresee (1) the rottenness of the timber and planking by prodding them with a stick even, (2) that the rates were not too high in many cases, and (3) to report whether it was not quite feasible to have foreseen many of the new items? He now submits the accompanying fresh revised project amounting to Rs.9,690 which is Rs.4,624 more than the original sanctioned project and his forwarding letter and comparative statements explain the chief items of excess. I request that under the explanation now furnished, you will be so good as to obtain the sanction of Government thereto.

2. There seems to me to be no way of reducing the cost. The work is now in progress and an outlay of Rs.4,500 has already

been incurred on it.

3. The report called for in the Dewan's Note of 2-7-02, received with your letter of 4th. July 1902 regarding ~~the~~ settlement of claims of the original contractor for the work has not been received, and a reminder has been sent for same.

No 43 d/ 3.7.02

I have the honour to be,

Sir,

Your most obedient servant,

W S Tuck Captain R.E

for Chief Engineer of Mysore.

Enclosures 5

1 Revised estimate

1 ~~Report~~

1 Comparative Statement

1 do prepared in the PW Secy's office

1 S Engrs original letter No 617 8/12-2-03 (to be obligingly returned)

54

W.S.

Mysore.

Read again :—

Govt Pro: no. 1487-9
Mus: 7 to -95
dated 24th March 1902,
sanctioning an Estimate
amounting to Rs 5,066/-
for repairing the Sri
Uttaradi Matt building
at Holé Narasipur

And :—

Letter no. 1098
d 28th February 1903
from the Chief Engineer
Bellyaore forwarding
for sanction a
revised Estimate
amounting to Rs 969

On account of the repairs and Stating that the Executive Engr explains that ~~these~~ ~~Extras~~ it was impossible to foresee the extra items therein provided for until the building had been dismantled

———"———

Order thereon:— No 1877-9 - Encl & 1
Jmwy P. 10-95

~~The revised project~~ D 16/3/03

~~Order~~ received with the Chief Engineer's letter read above ~~has now doubled~~ itself, and the Govt Observe

that the reasons
given by the Executive
Engineer for the large
increase of Rs ~~50000~~ 46214/
nearly doubling
the original Estimate
are not convincing
and are such as might
have been foreseen
by examination
of the old construction
in a few places

2. As already
nearly Rs 4500 have
been spent on the work, the Govt
are pleased to [illegible]

the revised project

amounting to Rs 9,690/- the cost being
debited to the Tasdik savings of the Instn.
The original Estimate

for Rs 5066 already

Sanctioned in the Govt.

order read above is

hereby cancelled

The Chief Engr. is requested
to see that the work is satisfactorily carried out,
~~to expedite the Subn.~~
and to submit
~~of~~ the Completion bill

in due course.

Dewan's order

12/3/03

Dy Secretary
Mines Deptt

Ks
12/3/03

To, The Chief Engr. of Mysore
with the Sanctd. revised Estt & other enclosures
" Compt. to Govt. with a copy of the Abstract
" Dy Commr., Hassan Dist. for info.
revised Estimate.
Copy to the Swamis with a Vignapana Patrika

File

OFFICE OF THE DEWAN OF
RECEIVED
Date 13-6-03
REG No 1034 of
MUZRAI BRANCH

Docket no: 2112 dated 26/27th May 1903 from the Engineer Western Circle to the Chief Engineer sore.

Chief Engineer's no: 3825 dated 5-7-02 forwarding for Compliance the Dewan's note, dated 2nd idem ordering the cancellation of the contract originally given to Subramania Char for Carrying out Repairs to Sri Ulltaradi Mutt in Hole - Narasapur and to report if he will suffer any loss, and to what extent etc

I donot under stand why interest paid and a large amount 66-12-- Please ask for clear explan the point. KR 20/6/03

With reference to the above, has the honor to inform the Chief Engineer, that Executive Engineer Mr. Mahadeva Sastry, reported in his no: 434 of 28-8-02 that the contract of Subramania Char was cancelled accordingly, and the work given to two piece-workers named Appaji and Chinnamalleah. Further brought to notice that the Contractor's claim amounted to Rs 459-1-10 on final Settlement of his accounts

2. The undersigned after a proper and careful enquiry regarding items of works, for, which the claims were put forward by the contractor found that two of them noted in the margin to be tenable and enquired whether the contractor would be satisfied to receive payment accordingly

which amounts to Rs 105-15-0 The Executive Engineer now reports in his No: 197 of 23-4-'03 (Copy herewith enclosed) that this sum Rs 105-15-0 was paid to the Contractor, and his accounts finally closed on 1st ultimo. This disposes of Chief Engineer's No: 4384 dated 28-7-1902

1. Collecting, Carting and heaping sand 1 1/2 mile lead 57 yds at Rs 0-11-0 } Rs 39-3-0.
2. Interest on Rs 500 borrowed for the work. } Rs 66-12-0
Total. 105-15-0

Docket No: 197 dated 23-4-1903 from the Ex: Engr Hassan Dn to the Supdg Engineer, Western Circle

His No: 119 dated 23rd March 1903.

Has the honor to report that Rs 105-15-0 was paid to Subramanyachar late contractor of Sri Uttaradi Mutt in Hole Narsapur, and his accounts finally closed on the 1st instant

No: . , Dated 11th June 1903.

Copy of above and of its enclosures are forwarded to the Dy Secretary to Govt Mysore Department for information with reference to para 3 of this office No: 1098 of 28th February 1903

M D V Hudleston

Dy. Chief Engineer of Impvt.

Letter No. 426 dated 9th July 1903 from the Executive Engineer, Hassan Division I to the Superintending Engineer, Western Circle.

With reference to his No. 2809 dated 7-7-1903, I have the honor to state that details for Rs 66-12-0 paid to Subramanyachar, late contractor of repairing Srivattaradi Shutt in Hole Narsipur, were given in this office No. 434 dated 29-8-02. The amount of interest paid was Rs 50/- Contractor's petition sent with this office No. 434 referred to above shows that Rs 50/- was the amount deducted in advance from the principal of Rs 500/- as interest, probably for a year. The difference of Rs. 16-12-0, is incidental to the borrowing of Rs 500/ such as cost of stamps paper, registration and money order Commission. The Contractor could not be induced to agree to a less amount than this, more especially as the extra rate claimed by him for roofing, charges of supervision, and some other demands were disallowed by the undersigned. The case is one of compromise and has to be judged as a whole.

2. The amount was paid as ordered in Superintending Engineer's No 1119 dated

d. 11.d

28th March last.

Signed by the Luderavastry
Executive Engineer
Hassan Division

"True copy"

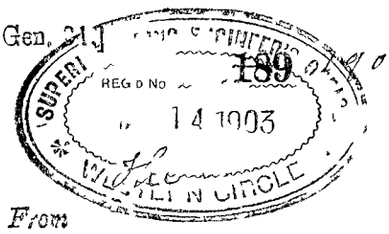
W. H. Smith Captain R.E.
Deputy Chief Engineer & Secretary
P.W. Department

A.H.

at Holenarsipur may be paid
to him and his accounts finally
settled and the same reported
to this office at an early date
to enable a reply being sent to Chief Engr's
reference on the subject -

Secy Rly

Gen. 21 ... 03



From

To The Superintending Engineer
Western Circle

Dated Shillong 9-3-03
Despatched 11-3-03
Received

General No. 116
No.

Enclosure No. 1.

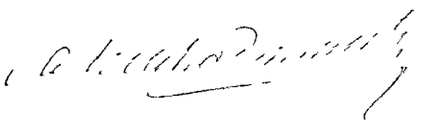
Stev No. 523. dated 9-2-03

With reference to the above, has the honour to report that Subramania Aiyar, late Contractor of Sri Ettayapuram Mutt in Sohra Narsapur has agreed (Vide his application dated 23-2-03 enclosed) to accept 105-15-0 in final Settlement of all his claims. After ... the enclosures may be

~~105-15-0~~ as recommended by Sr. Engr. agreed to by the late contractor may paid & his account finally settled & reported

On receipt of report the fact ~~matter~~ may be reported to the CE

17/3/03



28 86

Executive
3/2/1/ With reference to ~~enclosure~~ Endt No 25 dt 22/1/03 of the Asst
as the lessee to submit in original the
writing of Subramanyeshwara Sy-Cert act.
of the Nilgiris Municipality accepting as final
the payments of the two items viz - interest
rate for Land and Commission and
interest to be paid amounting to Rs 10-15-
in favour of Perumal and order to pay
2. He prays that his deposit amount which
he tendered at the beginning of his
may be paid him as He has
he hereby got vested after interest and transfer
to Hotel Municipality for payment.
3. His name as the third
on receipt of orders.
He prays to pay the said amount

Regd.no. 45
23/1/1903

SUPERINTENDING ENGINEER'S OFFICE
REG'd No 3211
SEP 1 1902
WESTERN CIRCLE

From

M. A. Mahadevaiah Esquire B.A. B.E.
Executive Engineer
Hassan Division

To

A. S. Nagarkar Esquire. L.C.E
Superintending Engineer
Western Circle

Dated. 28/29 August 1902.

No. 434.

Enc:— 1. Petition of 24-7-02.
1. copy of No 352 of 18-8-02
2. Form No. 4. Subordinate

Sir,

With reference to your No 3111 dated 5th instant, I have the honor to report that on the termination of Subbamanegar's contract for repairing the Sri Uttradi Mutt in Hole-Narsipur, the work was given to two piece workers Appaji and Chennamalliah Copy of Sub Assistant Engineer Mr Anandalwar's No 352 dated 16th instant on the subject is sent herewith for your information.

2. Final measurements of work done by the late contractor have been taken and accepted by him. The materials collected by him have also been measured and i

An advance of Rs 25 said to have been made by him for lime has also been accepted. But in settling his account, certain claims have been put forward by him for enhanced rates, paid interest on money borrowed, and other items, which I detail below for your information and orders. ~~A translation of his petition~~ dated 24.7.02 is sent herewith.

(a) For removing all the rotten thin bamboos in the roof over the first floor of the Mutt and fastening the whole with new thin ropes a rate of Rs 5 per square is provided in the revised estimate sent with my No. 385 of 26/7/02. The contractor claims Rs 7 per square. But as he was promised (and has accepted) only the rate that might be passed by the Executive Engineer and as I am of opinion that Rs 5 is a reasonable rate his claim is not valid. The difference between his claim paid the amount entered in the bill is Rs 118-7-4.

Rs 5 without nos

Not accepted

I think this been paid - 57

(b) The enhancement of 2 annas per cwt of metal claimed has been allowed.

Quantity & cost to be paid not stated -

(c) The rate for river sand claimed by the contractor is exorbitant and the rate allowed in the estimate is reasonable.

What allowed & what is granted to be paid this account

(d) As regards the losses on account of interest on capital borrowed and money order commission

Rs 5 A 5 P

commission, they are usually held to be covered by the profits from the work. But as the contract is cancelled through no fault of his, the percentage below estimate rates that would otherwise have been deducted from his bill may be remitted.

34-11-6

(e) The advance of Rs 25 given by the contractor for lime is made good to him. But in view of the concession made in the last para no profits on this can be given to him.

note

(f) The charges of supervision are legitimately chargeable to the profits of the contract, and no separate allowance can be made on that account.

(g) As for the contractor's loss of reputation on account of the cancelling of his contract he makes no specific claim and I don't think he is entitled to any amount. If he wishes, a certificate may be given to him that it was not due to any fault committed by him in the carrying out of his contract.

yes.

3. The total amount claimed by the contractor over and above the amount of the bill

Of no use- What amount settled by the Circle accepted the Sub to against the bill

is shown below

Shown to the Contractor

C. A. Mackenzie
Executive Engineer
Hassan Division

M

(1) Removing and refixing kunjaram and replacing tiles with new ones and bamboos — 59·23 sqrs @ 2-0-0 per sqr

Rs 118-7-6

(2) Collecting, carting and heaping sand.

½ miles lead. 57·4 cds @ 0-11-0 — 39-3-0 ✓

(3) Interest on Rs 500 borrowed for the work — 50-0-0
value of stamp papers + expenses of registration — 6-12-0

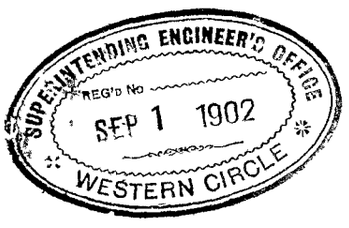
(4) Money order commission for remittance of Rs 500 by the creditor to the contractor — 5-0-0

(5) do for remitting Rs 500 to the creditor — 5-0-0

(6) Deduction made in his bill @ 4 per cent on the amount of bill as per accepted tenders. 34-11-6 This may be as proposed by

(7) Supervision charge for him, his father paid two mestries at Rs 25 each for 2 months — 200-0-0

Total 459-1-10



(General Serial No. 28.)

189

From The Sub Assistant Engineer
Hole-Narsipur

To
The Executive Engineer
Hassan Division

Dated 16 August 1902
Despatched 18 do

Received

General No. 352 / No. } 189

Enclosures—Number.
Executive Engineer's No 1651 dt 13.8.02 requesting to report what precautions have been made for Uttaradi Mutt work.

Sir
Have the honor to report that a trial road made for 30 or 40 days to prevent work putting on labour Department alley

need supervising the same. But it was found that apart coolies were not immediately procurable and the men employed worked very slow. The undersigned has therefore given the work on piece work to Appaji and Chennamallian as personally proposed to the Executive Engineer during his last inspection and the work has been progressing satisfactorily since then. The works that were tried Departmentally for 3 or 4 days have also been transferred to these piece workers who are, in the opinion of the undersigned, capable experts at this kind of work.

Pending sanction to the Revised Estimate submitted, the undersigned is proceeding with the most urgent items of work, namely the roofing the building as rains which have kept back so long may materially damage the old building if not attended to promptly.

Sdy Mrd. Ananda Rao
Sub Asst Engineer
Hole Narsipur

Copy
C. A. Krishnamurthy
Executive Engineer
Hassan Division

SUPERINTENDING ENGINEER'S OFFICE
REGD No
SEP 1 1902
WESTERN CIRCLE

Final Bill has been made on 23-7-02 by T.No & Checked by me on 24-7-02 Vide Bill enclosed.
Mah

A. As explained in the Comparative statement submitted along with the report that accompanied the Revised Estimate submitted under this office no 2858/157/T&C, the Hennigar & wedge for the Gates & they had been removed and the rate provided for in the Revised Estimate 5 Rs per lineal foot has been passed. But Contr: says it Cost him 7 Rs per square foot & prays for orders on this claim.
Mah

B. The enhancement of rate by 2 as. for metal work is not very unreasonable and has been passed & included in rch bill for kind approval of the Govt.
Mah

4% discount
We wrote to him as per his contract
by him as his contract
has been executed without
any fault of his. The
undersigned has deducted 34-11-6 from
this Rule. He wants a
Refund of this amount.
Prays for orders.

Mark

Mr Sreeha said he had given
an advance of Rs 25/-
to the Labourers
and that has been
taken into account
at the time
the transaction. This cannot
be paid as the taking over
the advance is
part Concession.

Mark

Mr: says that inspite
himself & his fathers
him were from many
supervising the work
he rates paid or prayed
he are as per his
actual cost on each
item & he prays
therefore that him
wages at 25 Rs each
per month or 100 Rs
per month for 2 months
= 200 Rs should be
paid to him. The
undersigned is not in
a position to settle this
claim.

The further claims
for a redress for the
disgrace he is

24-7-949

m

claim copies of Cubis
affdvt. my marginal orders
& his report to Engr
Engr 25/1/02

Heard & ord bill
m & l. Sche I - Engr

his removal at
time. He can
Cannot say any
thing this
would
suf

D

810

Has the honor to submit herein in dispute
the application of Contractor Subbramanyachar
& the Sirastadi made into the undersigned's
translation and remarks opposite to
each claim in the margin. His claims for
enhancement of rates under A and C have
to be settled by the Executive after perusal of
undersigned's marginal remarks on the Bill
and this petition. The other claims of interest
to money borrowed, the cancellation of the tendered
discount, the payment of wages to the free meeting
employed on the work and the redress for his so-called
distress are points where the undersigned
fails to see his way to and these may therefore
be kindly settled by the Executive after
due personal enquiries of the Contractor. The
final bill is herewith submitted for orders
on the Debrah Items and order of payt

M A Venkatakrishna

Asst

25/1/02

MUZRAI

19 —19

From The DEPUTY SECRETARY,
GOVERNMENT OF MYSORE,
MUZRAI DEPARTMENT.

To The Chief Engineer of Mysore

Dated

Despatched 30th June '03

Received

General No. 2636
Muzrai F. No. 10-95

Enclosure No.

With No. 3061 dated the 11th Instant, forwarding copies of correspondence between him and the Superintending Engineer, Western Circle re the cancellation of the Contract given to one Subramania Char for repairing the Sri Uttaradi Math building at Hole-narsipur.

In inviting the

Chief Engineer's attention
to para 2 of Docket
No 2112 dated 26th May last
from the Superintending
Engr, in the above corres-
pondence, has the honor
to observe that ~~the interest~~ a sum of Rs 66-12-0
~~Loan~~ as interest on the sum of Rs 500 is reported to
borrowed for the work have been paid to
~~by Contractor Subra~~ contractor
~~Manickhan is very heavy.~~
~~He is requested that~~ Requests that
the Chief Engineer will
be so good as to obtain,
for the information of Govt
and forward a clear
explanation from
the Executive Engineer
as to why such a large
amount of interest
was paid to the aforesaid contractor
Subramanickhan. The rate of interest and
the period for which the loan should also be explained

By order

DGl.

Dy Secretary
Pub: dept

27/6/03

...CORE ...ILNT
163
MUZRAI SECRETARIAT

No. 4162

Mysore Public Works Department
Central Office
Dated Bangalore 3rd August 1903

From,

The Chief Engineer of Mysore

To,

The Deputy Secretary,
to Govern ent of Mysore,
Muzrai Department.

Sir,

Adverting to your No.2636/Muz F.10-95 dated 30th ultimo, requesting to obtain and forward for the information of Govern-ment a clear explanation as to why such a large amount of interest as Rs.60-12-0 was paid to Contractor Subramaniacher for repairing Sri Uttradi Mutt at Nole-Narsipur &c, I have the honor to forward copy of Hassan Division Executive Engineer's No 426 of 9th ultimo, together with the references quoted therein, furnishing information on the above point, and to inform you that, in my opinion, there has been unnecessary delay in the settlement of this matter. It would appear that a lumsum interest of Rs.50 was paid in advance on the principal of Rs.500 borrowed by the contractor.

I have the honor to be,

Sir,

Your most obedient servant,

Chief Engineer of Mysore.

From

To

Dated

Despatched

Received

General No.

No.

Enclosure No.